



# Property and Costume Rental Agreement

Lessee, as set forth below, and Sony Pictures Studios Inc. ("Studio") hereby agree as follows:

1. Studio rents to Lessee the materials, equipment and properties (collectively, the "Rented Items") at the rates ("Rental Rates") listed on the attached order form(s) or separate documentation.
2. Lessee agrees to use the Rented Items only for the purpose for which it is designed and in a careful and prudent manner such as will not cause any injury or damage to the Rented Items, other than reasonable wear and tear, or to any person or property.
3. Lessee acknowledges that the Rented Items are acceptable to Lessee in its leased condition, "AS IS". Studio makes no representation or warranty of any kind, manner or description, express or implied, with regard to the Rented Items, including any warranty of merchantability, non-infringement or fitness for a particular purpose.
4. Lessee agrees that if the Rented Items shall be returned to Studio in need of repair, Lessee shall promptly pay to Studio the cost of such repair. If any Rented Items are damaged beyond reasonable repair, lost by whatever means or destroyed, Lessee shall promptly pay, reimburse and/or indemnify Studio for all amounts set forth in this agreement and associated documentation under the columnar heading "Replacement Price," without allowance for depreciation or obsolescence.
5. Lessee shall indemnify, hold harmless and defend Studio, its affiliates and their respective officers from and against any loss, damages, liabilities and costs which results from and by reason of Lessee's use of and/or access to the Rented Items, including but not limited to, the loss thereof or any damage thereto. Lessee shall, at its own expense, procure and maintain the insurance coverage specified in Schedule A, attached hereto. Lessee agrees to obtain and furnish to Studio, upon request, satisfactory evidence of such insurance as Studio may reasonably require.
6. The Rental Rates set forth in this Rental Agreement are based upon Lessee's initial estimate of the Rented Items required to service its needs. It is agreed and understood by Lessee that if Lessee's requirements subsequently increase beyond those originally estimated, additional rental charges will be paid by Lessee. Such additional rental charges will also be based on the fair value of the property rented and the time period for which such Rented Items are needed.
7. Lessee acknowledges that the use of the Rented Items or portions thereof may require additional consents or licenses and it shall be Lessee's sole responsibility to secure all additional consents, licenses and permissions as may be necessary for the use of the Rented Items. Accordingly, Lessee undertakes that as a condition for the use of the Rented Items or portion thereof, Lessee will, at its sole cost and expense, obtain all consents and licenses and other permissions which may be required from such third parties, persons, publishers, guilds or unions whose consents, licenses or permissions are so required.
8. Studio acknowledges and agrees that it does not acquire any rights whatsoever to Lessee's work or business under or through this agreement or from Lessee's use of the Rented Items hereunder. Lessee shall own all rights in and to all work and material made, recorded and/or developed with the Rented Items hereunder ("Lessee's Results"), including but not limited to the right to exhibit, perform and exploit the same in all media by any method, format or means now known or hereafter devised, and to use all of the forgoing in advertising, publicity and/or promotion, or other exploitation of Lessee's Results.
9. Each party's sole and exclusive remedy in connection with the other party's breach of this Agreement or any term hereof, shall be an action at law for damages and each party irrevocably and expressly waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief in connection with this Agreement (or breach or alleged breach hereof). Notwithstanding anything to the contrary herein, neither party shall be liable to the other party for any indirect, special, incidental, consequential, non-contractual or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement, whether such liability is asserted on the basis of contract, tort or otherwise, even if such party has been advised of the possibility of such damages.

10. Lessee acknowledges that entering Studio's premises may result in exposure to chemicals including lead compounds, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Lessee is responsible for complying with California Proposition 65 and shall indemnify and hold harmless Studio from and against any claims, damages, or liabilities suffered by Studio as a result of Lessee's failure to comply with Proposition 65.
11. If because of production quarantine due to COVID-19 illness ("Production Quarantine"), Lessee has not taken possession of the Rented Items on the date designated herein, either party shall have the right to terminate this Rental Agreement; provided Lessee shall have no further obligation except for payment to Studio of a Restocking Fee (not to exceed 20% of the rental values of the applicable Rented Items). The availability of the Rented Items at a later date shall be determined by Studio in its sole discretion, provided that the terms and conditions of any such future rental (including extensions) shall be mutually agreed upon under substantially the same terms and conditions as set forth herein. If Lessee is in possession of the Rented Items but is unable to use the Rented Items because of the Production Quarantine, Lessee shall use best efforts to promptly return the Rented Items to Studio (subject to governmental laws and requirements relating to the production quarantine) to reduce liability for the Rental Rates; provided that Lessee shall remain liable for the Rental Rates and/or additional charges incurred prior to the start of the Production Quarantine and shall be obligated to pay the Restocking Fee upon return delivery to Studio. If the Production Quarantine continues for longer than ten (10) business days ("Quarantine Grace Period") and the Rented Items have not been returned to Studio, Lessee shall be liable for payment of all Rental Rates after such Quarantine Grace Period. Lessee shall not be entitled to use the Rented Items in any manner or for any purpose during the Quarantine Grace Period. Studio shall allow for only one (1) Quarantine Grace Period in connection with each Rental Agreement.
12. This Agreement shall be construed and enforced in accordance with the internal substantive law (and not the law of conflicts of law) of the State of California. All disputes relating to this Agreement shall be submitted to JAMS for arbitration in Los Angeles County, California. Any arbitration shall be held at the earliest reasonable date and conducted by a single arbitrator, to be mutually agreed upon by the parties as soon as reasonably practicable and in any event within 30 days of notice of arbitration. JAMS shall appoint the arbitrator if the parties are unable to timely agree upon an arbitrator. The parties shall be entitled to conduct only such discovery that the arbitrator determines is reasonable under the circumstances. The arbitrator shall issue a statement of decision setting forth the basis for the award. All arbitration proceedings shall be closed to the public and confidential, except as necessary to obtain court confirmation of the arbitration award. The arbitrator shall have the power to enter temporary restraining orders and preliminary and permanent injunctive relief and to allocate costs and attorney's fees as equitable under the circumstances. The parties hereby submit to the jurisdiction of the Federal and State Courts in the city of Los Angeles, California for the enforcement of any arbitration award and any order for preliminary or permanent injunctive relief, or in any other court having jurisdiction over the parties. The foregoing shall not preclude any party hereto from seeking enforcement outside California of any order or judgment rendered by any California court. Notwithstanding the foregoing, process may also be served in any other manner allowed by law. Notwithstanding anything to the contrary herein, each party hereby irrevocably waives any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any motion picture, production or project related to the other party, its parents, subsidiaries and affiliates, or the use, publication or dissemination of any advertising in connection with such motion picture, production or project.

AGREED AND ACKNOWLEDGED:

Signature: \_\_\_\_\_

Lessee Authorized Representative: \_\_\_\_\_

Production Company Name or School Affiliation: \_\_\_\_\_

Production Name: \_\_\_\_\_

Date: \_\_\_\_\_

Schedule A

**STANDARD INSURANCE REQUIREMENTS**

Sony Pictures Studios Inc. requires a Certificate of Insurance from all outside parties renting materials, equipment or property. The Certificate should reflect the following insurance coverages requirements:

- Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate
- All Risk Property Insurance on Miscellaneous Equipment, Props, Sets, Wardrobe and/or any other property rented/leased by Lessee: Lessee's policy must cover and state that coverage is written on a 100% replacement cost value for the equipment.
- Sony Pictures Studios Inc., its parent, all subsidiaries, corporations and affiliated companies shall be included as an additional insured on liability and loss payee on property insurance.
- A thirty (30) day written Notice of Cancellation
- Lessee's insurance is primary and any insurance maintained by certificate holder is non-contributing to any of the insurance of Lessee's.

**ALL OF THE ABOVE REQUIREMENTS MUST BE ON THE CERTIFICATE OF INSURANCE IN ORDER TO BE APPROVED.**

Certificate Holder:

Sony Pictures Studios Inc.  
10202 W. Washington Blvd.  
Culver City, CA 90232  
Attn: Risk Management

Send Certificate(s) to:

Sony Pictures Studios Inc.  
Property Department  
ATTN: Cynthia McCormac  
Cynthia\_McCormac@spe.sony.com  
5933 W. Slauson Avenue  
Culver City, CA 90230  
Phone: (310) 244-5999  
FAX: (310) 244-0999

Sony Pictures Studios Inc.  
Costume Department  
ATTN: Nick Pollack  
Nick\_Pollack@spe.sony.com  
5933 W. Slauson Avenue  
Culver City, CA 90230  
Phone: (310) 244-5995